

Amy L. Bennecoff Ginsburg (275805)
Rachel Rebecca Stevens (261360)
Kimmel & Silverman, P.C.
30 East Butler Pike
Amber, PA 19002
Tel: (215) 540-8888
Fax: (877) 788-2864
aginsburg@creditlaw.com
rstevens@creditlaw.com
Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DAVID GLOVER

Plaintiff,

vs.

MONEY MART, INC.,

Defendant.

Case No.: 3:16-cv-06177-JD

**STIPULATION FOR BINDING ARBITRATION
AND STAY OF ACTION**

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff David Glover (“Plaintiff”) and Defendant Monetary Management of California, Inc. (“Defendant”), erroneously sued as Money Mart, Inc.:

I. RECITALS

1. On or about October 26, 2016, Plaintiff filed a Complaint in this Court asserting one cause of action under the Telephone Consumer Protection Act, 47 USC § 227 *et seq.* (“TCPA”). On or about January 12, 2017, Plaintiff filed a First Amended Complaint reasserting the same cause of action under the TCPA (the “Action”). The only difference between the original Complaint and the First Amended Complaint is Defendant’s business address.

2. On or about September 3, 2015, Plaintiff and Defendant entered into a loan agreement. That agreement contains an arbitration provision that mandates that all claims (statutory and common law),

disputes, or controversies arising from or relating directly or indirectly to the parties' loan agreement are subject to binding arbitration.

3. After Plaintiff served his First Amended Complaint, the parties met and conferred. Subsequently, the parties confirmed that they would submit to binding arbitration pursuant to the September 3, 2015 arbitration agreement.

4. Based on the above Recitals, and for the purpose of facilitating arbitration of the Action, the parties stipulate and agree as follows:

II. STIPULATION AND MUTUAL AGREEMENT TO ARBITRATE AND STAY ACTION

1. Plaintiff and Defendant stipulate and agree to submit the entire Action to final and binding arbitration pursuant to the terms of the parties' September 3, 2015 arbitration agreement.

2. The Action shall in this Court shall be stayed pending resolution of the arbitration.

ECF CERTIFICATION: Rachel Rebecca Stevens, the filer of this ECF Document, hereby certifies that the concurrence to this stipulation has been obtained from ECF registrant Charlie Y. Chou

Dated: February 17, 2017

Kimmel & Silverman, P.C.

By: /s/ Rachel Rebecca Stevens
RACHEL REBECCA STEVENS
Attorney for Plaintiff

Dated: February 17, 2017

By: /s/ Charlie Y. Chou
CHARLIE Y. CHOU
Attorney for Defendant

CERTIFICATE OF SERVICE

I am over the age of 18 years and not a party to or interested in the within entitled action. My business address is 30 E. Butler Avenue, Ambler, Pennsylvania, 19002.

On February 17, 2017, I electronically filed the following:

**STIPULATION FOR BINDING ARBITRATION AND STAY OF ACTION AND A
[PROPOSED] ORDER**

with the Clerk of the Court using the CM/ECF system and mailed a copy to Defendant Money Mart, Inc., who has not filed an appearance in this matter, through its counsel at the below address:

Charlie Chou, Esq.
Law Office of Charlie Chou
182A Castro Street
San Francisco, CA 94114

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

Executed on February 17, 2017, at Ambler, Pennsylvania.

Kimmel & Silverman, P.C.

By: /s/ Rachel Rebecca Stevens
Rachel Rebecca Stevens (261360)
Attorney for Plaintiff, David Glover